

Carolyn H. Cottrell (SBN 166977)  
Ori Edelstein (SBN 268145)  
Michelle S. Lim (SBN 315691)  
**SCHNEIDER WALLACE**  
**COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
ccottrell@schneiderwallace.com  
oedelstein@schneiderwallace.com  
mlim@schneiderwallace.com

*Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

LATOYA HONEY WALKER, on behalf of  
herself and all others similarly situated,

Plaintiff,

vs.

NURSEFINDERS, LLC,

Defendant.

Case No.: 22-cv-04084-AGT

**STIPULATION AND ~~PROPOSED~~  
ORDER TO FILE SECOND AMENDED  
COMPLAINT**

Judge: Hon. Alex G. Tse

Complaint Filed: July 12, 2022

Trial Date: None Set

1 Plaintiff LaToya Honey Walker (“Plaintiff”) and Defendant Nursefinders, LLC  
2 (“Defendant”) (collectively, the “Parties”), by and through their attorneys of record, hereby  
3 stipulate as follows:

4 1. WHEREAS, on July 12, 2022, Plaintiff initiated this action (the “Action”), asserting  
5 wage and hour claims under California law on behalf of a putative California Class against  
6 Nursefinders, LLC and AMN Services, LLC, ECF No. 1;

7 2. WHEREAS, on November 17, 2022, Plaintiff filed a first amended complaint, ECF  
8 No. 25;

9 3. WHEREAS, on December 1, 2022, Nursefinders, LLC and AMN Services, LLC filed  
10 their respective answers to Plaintiff’s first amended complaint, ECF Nos. 26-27;

11 4. WHEREAS, on February 3, 2023, the Parties stipulated to dismiss AMN Services,  
12 LLC, from the case, ECF No. 31;

13 5. WHEREAS, on September 8, 2023, the Parties participated in a mediation with  
14 experienced wage and hour class action mediator, Steve Pearl, in an attempt to informally resolve  
15 the case, but the Parties did not reach a settlement at that time;

16 6. WHEREAS on September 26, 2023, the Parties agreed to a mediator’s proposal  
17 outlining the substantive terms of a settlement, subject to the Court’s approval;

18 7. WHEREAS, the Parties are in the process of drafting and finalizing a long-form  
19 version of the settlement;

20 8. WHEREAS, pursuant to the Parties’ agreement in principle to settle the above-  
21 captioned action, the Parties agreed that Plaintiff would file a stipulation in this Action (that  
22 Defendant would not oppose) for an order granting Plaintiff leave to amend the operative complaint  
23 to assert claims for penalties under California Private Attorneys General Act (“PAGA”) § 2699  
24 arising from Defendant’s alleged violations of the California Labor Code, to facilitate the settlement  
25 of this Action;

26 9. WHEREAS, Defendant has consented to Plaintiff amending the First Amended  
27 Complaint to include claims asserted under the PAGA to be released as part of the settlement, and  
28

1 minor typographical corrections to the caption and throughout the First Amended Complaint;

2 10. WHEREAS, the proposed Second Amended Complaint, a true and correct copy of  
3 which is attached hereto as **Exhibit 1**,<sup>1</sup> adds claims for penalties under California Private Attorneys  
4 General Act (“PAGA”) § 2699 arising from Defendant’s alleged violations of the California Labor  
5 Code;

6 11. WHEREAS, as part of the agreement in principle to settle the above-captioned action,  
7 Plaintiff is also sending a letter to the California Labor Workforce Development Agency  
8 (“LWDA”) asserting additional PAGA claims that will be released as part of the settlement. Such  
9 claims may be considered as not ripe until the LWDA has declined, within a statutory period, to  
10 respond to the claims. However, the Parties have agreed that the Second Amended Complaint shall  
11 assert such claims in anticipation that the LWDA will decline to respond, and the amendment to  
12 add such claims shall be deemed effective when that statutory period has expired; and

13 12. WHEREAS, the Parties have agreed that Defendant’s deadline to respond to the  
14 Complaint in the Action will be stayed pending the Court’s order on Plaintiff’s motion for  
15 preliminary approval of the settlement.

16  
17 **NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** that:

- 18 (a) Plaintiff should be granted leave to file her Second Amended Complaint, a true and  
19 correct copy of which is attached hereto as **Exhibit 1**;  
20 (b) Defendant’s deadline to file a responsive pleading shall be stayed pending the Court’s  
21 order on Plaintiff’s motion for preliminary approval of the settlement;  
22 (c) The PAGA claims added to the Second Amended Complaint shall be deemed added  
23 and effective upon expiration of the statutory periods for the LWDA to respond to the  
24 supplemental PAGA letter; and  
25  
26

27 <sup>1</sup> Attached hereto is also Exhibit 2, which shows the modifications of the First Amended Complaint  
28 compared to the initial Complaint in redline format.

(d) In the event the Court denies Plaintiff's motion for preliminary or final approval of the settlement, Defendant's deadline to file their responsive pleading shall be 3 weeks following the Court's order denying Plaintiff's motion for preliminary or final approval of the settlement.

**IT IS SO STIPULATED.**

Dated: November 6, 2023

By: /s/ Michelle S. Lim

Carolyn H. Cottrell

Ori Edelstein

Michelle S. Lim

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff and the putative Class

Dated: November 6, 2023

By: /s/ Nancy Sotomayor

Sarah Kroll-Rosenbaum

Anthony D. Sbardellati

Nancy Sotomayor

AKERMAN LLP

Attorneys for Defendant Nursefinders, LLC

**[PROPOSED] ORDER**

Plaintiff LaToya Honey Walker (“Plaintiff”) and Defendant Nursefinders LLC (“Defendant”) have stipulated that Plaintiff may file her Second Amended Complaint. Having considered the Parties’ stipulation, and for good cause shown, the Parties’ Stipulation permitting Plaintiff to file a Second Amended Complaint is **GRANTED**.

Plaintiff shall file the Second Amended Complaint within seven (7) days of this order, and the deadline for Defendant to file its responsive pleading shall be stayed pending the Court’s order on Plaintiff’s motion for preliminary approval of the settlement. The PAGA claims added to the Second Amended Complaint shall be deemed added and effective upon expiration of the statutory period for the LWDA to respond to the supplemental PAGA letter; and in the event the Court denies Plaintiff’s motion for preliminary or final approval of the settlement, Defendant’s deadline to file their responsive pleading shall be 3 weeks following the Court’s order denying Plaintiff’s motion for preliminary or final approval of the settlement.

**IT IS SO ORDERED.**

Dated: November 8, 2023



HON. ALEX G. TSE  
MAGISTRATE JUDGE OF THE DISTRICT COURT